BILL NO. S-81-11-40

SPECIAL ORDINANCE NO. S-265-81

AN ORDINANCE approving a contract for Street, Driveway Approach, and Sidewalk Improvement Resolution 5910-81 between the City of Fort Wayne, Indiana and Gaines Construction Company for Barnhart and Charlotte Intersection.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1: That a certain contract, dated November 18, 1981, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Gaines Construction Company, for:

> improvement by constructing partial street, driveway approach, and sidewalk replacement on Barnhart Avenue adjacent and immediately north of the Charlotte Avenue Intersection,

under Board of Public Works Street, Driveway Approach, and Sidewalk Improvement Resolution 5910-81, at a total costs of $5,745.94, all as more particularly set forth in said contract which is on file in the office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed, and approved.

SECTION 2: That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

[signature]
COUNCIL

APPROVED AS TO FORM AND
LEGALITY NOVEMBER 20, 1981

[signature]
BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ______________, the ______________ day of ______________, 19____, at ______________ o'clock ____ M.,E.S.T.

DATE: 11-24-81

CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8	1			
BURNS	X				
EISBART	X				
GiaQUINTA	X				
NUCKOLS		X			
SCHMIDT, D.	X				
SCHMIDT, V.	X				
SCHOMBURG	X				
STIER	X				
TALARICO	X				

DATE: 12-8-81

CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ (SPECIAL) (APPROPRIATION) ORDINANCE ~~(RESOLUTION)~~ No. S-265-81 on the 8th day of December, 19 81.

ATTEST: (SEAL)

CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of December, 19 81, at the hour of 11:30 o'clock A M.,E.S.T.

CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 9th day of Dec., 19 81, at the hour of 4 o'clock P M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-11-40

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Street, Driveway Approach, and Sidewalk Improvement Resolution 5910-81 between the City of Fort Wayne, Indiana and Gaines Construction Company for Barnhart and Charlotte Intersection

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE do PASS.

PAUL M. BURNS, CHAIRMAN Paul M. Burns

VIVIAN G. SCHMIDT, VICE CHAIRMAN Vivian G. Schmidt

BEN A. EISBART Ben Eisbart

SAMUEL J. TALARICO Samuel J. Talarico

ROY J. SCHOMBURG Roy J Schomburg

12-8-81

CONCURRED IN

DATE ________ CH... ..., CITY CLERK

BID ANALYSIS SHEET

PROJECT *Barnhart & Charlotte Intersection*

OFFICE OF CITY ENGINEER
FORT WAYNE, INDIANA

DATE *10/15/81* RES. NO. *5910* MATERIAL *Concrete*

CONTRACTORS			ESTIMATE	EXTENSION	Gaines Const. Co. Inc.		L. W. Dailey Inc.		Moellering Const. Co., Inc.		Fieth Riley Const. Co., Inc.		Hipskind asphalt Corp.	
STREETS — ALLEYS — SIDEWALKS														
QUAN	UNIT	MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
160	S.Y.	Pavement Removal	7.00	1,120.00	3.75	600.00	3.50	560.00	5.00	800.00	6.00	960.00	6.00	960.00
168	S.Y.	8" Concrete Pavement	24.50	4,116.00	20.00	3,360.00	20.00	3,360.00	22.50	3,780.00	19.50	3276.00	28.50	4,788.00
44	Ton	#53 Stone (Rolled & Compacted)	12.50	550.00	10.00	440.00	7.80	343.20	9.00	396.00	19.00	836.00	10.00	440.00
105	L.F.	Curb Removal	2.00	210.00	1.00	105.00	1.50	157.50	2.00	210.00	1.50	157.50	3.00	315.00
57	L.F.	New Curb Type (I-B)	7.50	427.50	4.00	228.00	8.50	484.50	6.00	342.00	13.00	741.00	10.00	570.00
9.77	S.Y.	Driveway Removal	7.00	68.39	5.00	48.85	3.50	34.19	5.00	48.85	6.00	58.62	6.00	58.62
9.77	S.Y.	New 6" Conc. Dr. Includes 2" Electrical Conduit	22.50	219.83	17.00	166.09	18.00	175.86	23.00	224.71	16.25	158.76	24.00	234.48
5	Ton	Topsoil	15.00	75.00	5.00	25.00	10.00	50.00	6.00	30.00	10.00	50.00	20.00	100.00
14	S.Y.	Seeding, Mulch & Fert.	3.50	49.00	2.00	28.00	2.00	28.00	1.00	14.00	1.00	14.00	5.00	70.00
8	S.Y.	Sidewalk Removal	7.00	56.00	5.00	40.00	3.50	28.00	4.60	36.80	6.00	48.00	5.00	40.00
75	S.F.	6" Sidewalk	2.30	172.50	3.00	225.00	1.65	123.75	2.10	157.50	1.80	135.00	2.50	187.50
1	Each	New Std. 30" Inlet (In place)	650.00	650.00	400.00	400.00	300.00	300.00	500.00	500.00	250.00	250.00	500.00	500.00
40	L/F	R.C.P. (In place) City Sewer Maint. will Furnish Pipe.	13.50	540.00	2.00	80.00	10.50	420.00	20.00	800.00	20.00	800.00	15.00	600.00
		Total		8,254.22		5,745.94		6,065.00		7,339.86		7,484.88		8,863.60
						30% Below Engrs. Est.								

SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING ____________
RATIFICATION ____________

(1)

CONTRACT

This Agreement, made and entered into this ________ day of ________________, 19____

by and between --

-------------------GAINES CONSTRUCTION COMPANY, INC.----------------------------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5910-1981: To improve by constructing partial street, driveway approach, and sidewalk replacement on Barnhart Avenue adjacent and immediately north of the Charlotte Avenue Intersection (27' x 48').

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5910-81 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:

Pavement Removal	Three dollars and seventy-five cents per square yard	3.75
8" Concrete Pavement Includes Curing & Sealing	Twenty dollars and no cents per square yard	20.00
#53 Stone (Rolled & Compacted)	Ten dollars and no cents per ton	10.00
Curb Removal	One dollar and no cents per lineal foot	1.00
New Curb Type I-B Includes Curing & Sealing	Four dollars and no cents per lineal foot	4.00
Driveway Removal	Five dollars and no cents per square yard	5.00
New 6" Concrete Drive (Includes 2" Electrial Conduit) & Includes Curing & Sealing	Seventeen dollars and no cents per square yard	17.00
Topsoil	Five dollars and no cents per ton	5.00
Seeding, Mulch & Fertilizer	Two dollars and no cents per square yard	2.00
Sidewalk Removal	Five dollars and no cents per square yard	5.00
6" Sidewalk Includes Curing & Sealing	Three dollars and no cents per square foot	3.00
New Standard 30" Inlet (In Place) City Sewer Maint. will furnish casting	Four hundred dollars and no cents each	400.00
New R.C.P. (In Place) City Sewer Maint. will furnish casting	Two dollars and no cents per lineal foot	2.00
TOTAL	Five thousand seven hundred fourty-five dollars and ninety-four cents	5,745.94

The contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5910-81 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before May 31, 1982 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said "date", 19__ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____ day of _____, 19__

ATTEST:

Michael A. Gaines
Corporate Secretary

GAINES CONSTRUCTION COMPANY, INC.

BY: Henry Gaines Sr.

ITS:

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Robert Anderson

Betty R. Collins

Its Board of Public Works and Mayor.

ATTEST:

Sandra Kennedy
Secretary and Clerk

ASSOCIATE CITY ATTORNEY

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin, or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

<u>15-13-2 Mandatory Covenants</u>. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

Improvement Resolution

PARTIAL STREET,
~~CURB~~ AND SIDEWALK
DRIVEWAY, ________

No. 5910 - 1981.

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing partial street, driveway approach, and sidewalk replacement on Barnhart Avenue adjacent and immediately north of the Charlotte Avenue Intersection (27' x 48')

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid as follows:

61% - City Utilities
39% - Civil City

Adopted, this ________________ *day of* ________________

ATTEST: ____________________
Secretary & Clerk

BOARD OF PUBLIC WORKS: ____________________
____
____

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we GAINES CONSTRUCTION CO., INC. as Principal, and the State Auto Mutual Insurance Co. Columbus, Ohio, a corporation organized under the laws of the State of Ohio, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of FIVE THOUSAND, SEVEN HUNDRED FORTY-FIVE DOLLARS AND NINETY-FOUR CENTS---------------------------------- ($ 5,745,94), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 9th day of November, 19 81, enter into a contract with the City of Fort Wayne to construct

Resolution No. 5910-81: To improve by constructing partial street, driveway approach, and sidewalk replacement on Barnhart Avenue adjacent and immediately north of the Charlotte Avenue Intersection (27' x 48')

at a cost of $ 5,745.94, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

GAINES CONSTRUCTION CO., INC.
(Contractor)

BY: Michael A. Gaines

ITS: Secretary

ATTEST:

Henry Gaines Jr.

(Title)

State Auto Mutual Insurance Co.
Surety

*BY: Lynn B. Smith
Authorized Agent Lynn B. Smith
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

-----------------GAINES CONSTRUCTION COMPANY, INC.----------------------------------
(Name of Contractor)

-------- 217 W. Washington Center Rd., Fort Wayne, Indiana 46825 -----------------
(Address)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and State Auto Mutual Insurance Co., Columbus, Ohio
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of FIVE THOUSAND, SEVEN HUNDRED FORTY-FIVE DOLLARS AND NINETY-FOUR CENTS-- for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 9th day of November, 19 81, for the construction of:

Improvement Resolution No. 5910-81: To improve by constructing partial street, driveway approach, and sidewalk replacement on Barnhart Avenue adjacent and immediately north of the Charlotte Avenue Intersection (27' x 48')

at a cost of FIVE THOUSAND, SEVEN HUNDRED FORTY-FIVE DOLLARS AND NINETY-FOUR CENTS---
($ 5,745.94-----------------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in Four (number) counterparts, each one of which shall be deemed an original, this 9th day of November, ~~1979~~ 1981

(SEAL)

ATTEST:

Henry Gaines Jr.
(Principal) Secretary

Eileen Favary
Witness as to Principal

1666 Spy Run Ave.
(Address)

Fort Wayne, Indiana

GAINES CONSTRUCTION CO., INC.
Principal

BY Michael A. Gaines

Secretary
(Title)

217 W. Washington Center Rd.
(Address)
Fort Wayne, Indiana

State Auto Mutual Insurance Co.
Surety
BY Lynn B. Smith
Attorney-in-Fact Lynn B. Smith
(Authorized Agent)

1666 Spy Run Ave.

Fort Wayne, Indiana
(Address)

Eileen Favary
Witness as to Surety

1666 Spy Run Ave.
(Address)

Fort Wayne, Indiana

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

CERTIFIED COPY

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

COLUMBUS, OHIO

POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint

Leland Smith, Lynn B. Smith, both

of Ft. Wayne and State of Indiana EACH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds or undertakings described below, to wit:

any and all bonds, undertakings, or other written obligations in the nature thereof, subject to the limitation that the penalty of any one bond shall not exceed One Million Dollars ($1,000,000.00) in amount

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resoution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any Assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) said officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer and any Assistant Treasurer, shall have power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, which the business of the Company may require; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any Assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 23rd day of November, 19 76

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY.

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

By [signature]
Norman G. Moum - Vice President

[signature]
Richard J. Ridgley - Vice President

Form 18-B Cert.

WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER AND DECEMBER, 1981.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION		CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER		S	15.90	.65	1.45			3¢ if
BOILERMAKER		S	16.00	1.37½	1.40		3¢	
BRICKLAYER		S	14.41	.80	.80		2¢	6¢ if
CARPENTER	(BUILDING)	S	13.40	.70	6%		2¢	4¢ if
	(HIGHWAY)	S	12.73	.80	.80		5¢	2¢ if
CEMENT MASON		S	12.85	.75	.80		2¢	
ELECTRICIAN		S	15.75	.55	3%+80¢		6¢	15¢ if
ELEVATOR CONSTRUCTOR		S	15.92	1.34	1.08½	8%	3¼¢	
GLAZIER		S	14.34		.55	.40	6¢	37¢ holiday
IRON WORKER		S	14.20	1.00	1.85		4¢	1.00 ann. 2¢ if
LABORER	(BUILDING)	S-SS US	10.20-11.20	1.00	.75		9¢	
	(HIGHWAY)	S-US-SS	9.75-10.60	1.00	.75		9¢	
	(SEWER)	S-US-SS	9.75-10.60	1.00	.75		9¢	
LATHER		S	12.33		.80		1¢	3¢ if
MILLWRIGHT & PILEDRIVER		S	13.80	.70	6%		2¢	4¢ if
OPERATING ENGINEER	(BUILDING)	S-SS US	10.45-15.50	.75	1.00		10¢	
	(HIGHWAY)	S-SS-US	10.18-13.69	.75	1.00		10¢	
	(SEWER)	S-SS-US	9.29-12.44	.75	.65		10¢	
PAINTER		S	11.70-12.70	.85	1.00		12¢	12¢ misc.
PLASTERER		S	13.48	.60	.80			
PLUMBER & STEAMFITTER		S	16.05	.85	1.30		7¢	7¢ if
MOSAIC & TERRAZZO GRINDER		S	9.50-11.5-					
ROOFER		S	13.90		.50			
SHEETMETAL WORKER		S	15.37	.92	1.01		15¢	52¢ sasmi 17¢ if
TEAMSTER	(BUILDING)	S-SS US	10.60½-11.50½	36.50pw	41.00pw			
	(HIGHWAY)	S-SS-US	10.21-10.81	34.50pw	41.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 30 DAY OF Sept. 1981

Sue Stone
REPRESENTING GOVERNOR, STATE OF INDIANA

[signature]
REPRESENTING THE AWARDING AGENT.

Fred M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5504

TITLE OF ORDINANCE Street, Driveway approach, and Sidewalk Improvement Res.5910-81

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-81-11-40

SYNOPSIS OF ORDINANCE Street, Driveway approach, and Sidewalk Improvement Resolution 5910-81, Barnhart and Charlotte Intersection. Gaines Construction Company, Inc. awarded the contract. Improvement by constructing partial street, driveway approach, and sidewalk replacement on Barnhart Avenue adjacent and immediately north of the Charlotte Avenue Intersection.

EFFECT OF PASSAGE partial street, driveway, approach, and sidewalk replacement on Barnhart Avenue Adjacent and immediately north of the Charlotte Avenue Intersection.

EFFECT OF NON-PASSAGE The above described Street Resolution cannot be possible.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $5,745.94 to be paid for by the following: 61% City Utilities, 39% to paid for by the Emergency Road and Street Repair fund - 402-138-338-99-4265.

ASSIGNED TO COMMITTEE

sa